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Contract No. FL-3011
Amendment No. 3

Westinghouse Electric Corporation
Friendship International Airport
Baltimore 27, Maryland

Gentlemen:

1. This document constitutes Amendment No. 3 to Contract No. FL-3011, dated 27 March 1956, between Westinghouse Electric Corporation, Baltimore, Maryland, and the United States of America.

2. Pursuant to the clause of this contract entitled "Changes," the Government does hereby amend this contract, as heretofore amended by Amendments Nos. 1 and 2, as hereinafter set forth.

3. Delete in its entirety APPENDIX I to the SCHEDULE of Contract No. FL-3011 and all modifications of said APPENDIX I as contained in Amendments Nos. 1 and 2 to the contract, and substitute in lieu thereof APPENDIX I (Revised 6 June 1956), attached hereto.

4. Delete in its entirety PART IV - PRICE REDETERMINATION, in the SCHEDULE of Contract No. FL-3011, as amended, and substitute in lieu thereof the clause entitled, "PART IV - PRICE REDETERMINATION," attached hereto.

5. In consideration of the Contractor's performance of the additional work added to the contract by this Amendment No. 3, the total contract price, subject to the provisions of PART IV - PRICE REDETERMINATION, of the SCHEDULE, as amended, is increased by \$1,847,142. Accordingly, the amount of "ONE MILLION TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED THREE DOLLARS (\$1,269,503)" stated in Paragraph A, PART II - CONSIDERATION AND PAYMENT, of the SCHEDULE, as amended by Amendment No. 2, is deleted and the following amount is substituted therefor:

"THREE MILLION ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS (\$3,116,645)."

6. All other terms, conditions, and requirements of Contract No. FL-3011 remain unchanged.

7. Please indicate your receipt of this Amendment No. 3 to Contract No. FL-3011 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed

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original and one copy of this Amendment to the undersigned and retain the remaining copy for your file.

Very truly yours,

[Redacted Signature]

Contracting Officer

[Redacted Signature]

ACKNOWLEDGED AND ACCEPTED
WESTINGHOUSE ELECTRIC CORPORATION

By

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[Redacted Signature]

(Seal)

Date June 29, 1956

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(Revised 6 June 1956)

APPENDIX I

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
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The Contractor shall supply the necessary qualified personnel, facilities, and materials (except as otherwise provided herein), and shall design, fabricate, test and deliver a high resolution, single channel side looking radar equipment, and related items as set forth below, in accordance with Contractor's proposals hereinafter referred to. Said proposals and the specifications and appendixes thereto are on file with the Contractor and the Contracting Officer and are incorporated into this contract by reference. All [redacted] equipment being procured by the Government from another source for the project known to the Contractor:

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1. Three (3) each - [redacted] equipped with Dual Antennae; one system shall include Bench Set Cabling. The systems shall be in accordance with Appendix "A" of Contractor's Proposal AAN-40037-C, Revision 1, dated 21 December 1955, as modified by Contractor's letter dated 3 February 1956:

Total Estimated Price

\$589,187

Delivery: 1 unit in May 1956.

1 unit with bench set cabling in June 1956.

1 Unit in August 1956.

2. ✓ One (1) each - [redacted] less Antennas, similar to Item 1, above, except the design shall be modified to provide low altitude operations.

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Total Estimated Price

\$ 80,163

Delivery: July 1956.

3. One (1) each - [redacted] Item 1, Above, in accordance with Appendix "A" of Contractor's Proposal AAN-40037-C, Revision 1, dated 21 December 1955, as modified by Contractor's letter dated 3 February 1956.

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Total Estimated Price

\$ 76,080

Delivery: November 1956.

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<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
4. ✓	<p>Item 2, above, including Bench Set Cabling, in accordance with Appendix "A" of Contractor's Proposal AAN-40037-C, Revision 1, dated 21 December 1955, as modified by Contractor's letter dated 3 February 1956.</p> <p>Total Estimated Price \$ 76,068</p> <p>Delivery: November 1956</p>	
5.	<p>One (1) set - Maintenance Tools and Test Equipment in accordance with Appendix "B", Revised 11 June 1956, entitled "Ground Support Equipment."</p> <p>Total Estimated Price \$ 54,583</p> <p>Delibery: June 1956</p>	
6.	<p>One (1) set - Spare Parts, in accordance with Appendix "C" of Proposal AAN-40037-C, Revision 1, dated 21 December 1955, as revised by Contractor's Proposal, subject: "Revision to Appendix C", dated 6 June 1956, and as supplemented by Proposal, Subject: "Contract FL-3011 Spare Parts Exhibit E," dated 6 June 1956; and consisting of Items Nos. 1 through 1239, listed therein.</p> <p>Total Estimated Price \$233,203</p> <p>Delivery: Partial in June 1956, and complete in September 1956.</p>	
7. ✓	<p>One (1) set - Antenna, consisting of two each antennas for use with the equipment to be furnished under Item No. 2, above, and in accordance with Contractor's proposal and specification dated 23 March 1956.</p> <p>Total Estimated Price \$139,649</p> <p>Delivery: In August 1956; however, Contractor agrees to exert its best efforts to effect complete delivery in July 1956.</p>	
8.	<p>The Contractor shall perform the following work and services which are further described in its proposal of 11 May 1956:</p> <p>under this contract, with the exception of the dual antenna, in the Contractor's DC-3 aircraft. In lieu of the dual antenna, a ten foot antenna, supplied by the Government, will be used in the installation. The Government will also furnish the Contractor with an antenna radome and antenna fairing for use in making the aircraft installation.</p>	

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<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	(b) Provide the necessary personnel and material to fly the DC-3 aircraft for approximately one hundred twenty (120) hours and make flights at places within the continental limits of the United States for the purpose of testing the equipment installation and training operators designated by the Government in the use of the [redacted] system.	25X1
	(c) Provide design engineering liaison while the flight tests are in progress to assist in the training of operators and to operate the equipment during its initial shake down flights.	
	(d) Upon completion of test and training flights, all equipment installed under this contract shall be removed from the aircraft and delivered to the Government, and the aircraft shall be restored to its original configuration.	
	Total Estimated Price	\$ 49,399
	Delivery: Installation of the [redacted] shall be completed by 1 June 1956, the test and training flights will be performed over a period of approximately six (6) weeks after completion of the installation.	25X1
9.	One (1) set - Spare Parts for Ground Support Equipment for [redacted], in accordance with Contractor's Proposal of 15 June 1956, and Exhibit "D" thereof, dated 5 June 1956.	25X1
	Total Estimated Price	\$ 12,240
	Delivery: Complete in December 1956.	
	Total Estimated Contract Price for Items Nos. 1 through 9 subject to the provisions of PART IV - PRICE REDETERMINATION, of the Schedule.	\$1,310,572
10.	[redacted]	25X1
	1 Recorder 1 Monitor 1 Set Control 1 RF Switch 1 Power Supply 1 Adapter 1 RF Head	

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<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	1 Modulator	
	1 Pressurizing Kit	
	1 Set Interconnecting Plug Fittings	
	Equipment Requirement Group 1:	
	One (1) System - Estimated Price \$82,271	
	Equipment Requirement Group 2:	
	Eight (8) Systems - Est. Price \$658,168	
	Equipment Requirement Group 3:	
	Four (4) Systems - Est. Price \$329,084 AF	
	Total Estimated Price	\$1,069,523

Delivery:

Equipment Requirement Group 1:

1 unit in December 1956

Equipment Requirement Group 2:

2 units in January 1957

2 units in February 1957

1 unit in March 1957

1 unit in April 1957

2 units in May 1957

Equipment Requirement Group 3:

1 unit in March 1957

2 units in April 1957

1 unit in May 1957. } AF

11.

Two (2) each - Dual Antennae, for use with
 tems, in accordance with Contractor's Proposal, subject:
 "Quotation for Components," dated
 6 June 1956.

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Equipment Requirement Group 1:

None

Equipment Requirement Group 2:

None

Equipment Requirement Group 3:

Two (2) Antennae - Total Estimated Price AF

\$ 72,193

Delivery:

1 unit in March 1957

1 unit in April 1957. } AF

12.

Seven (7) Sets - Low Altitude Antennas, each set to consist
 of one left-hand and one right-hand antenna, for use with
 the equipment to be furnished under Item 10, above, and to
 be in accordance with Contractor's proposal and specification
 dated 23 March 1956 and Contractor's proposal of 6 June 1956.

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<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	Equipment Requirement Group 1:	
	None	
	Equipment Requirement Group 2:	
	Seven (7) sets - Total Estimated Price	\$297,709
	Equipment Requirement Group 3:	
	None.	

Delivery: 2 units in January 1957.
 1 unit in February 1957
 1 Unit in March 1957
 1 unit in April 1957
 2 units in May 1957.

13. Five (5) sets - Bench Set Cabling, consisting of necessary interconnecting cabling and auxiliary equipment to enable bench operation of the [] to be provided under Item 10, above.

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Equipment Requirement Group 1:	
One (1) set - Estimated Price	\$4,735 <i>aguantone</i>
Equipment Requirement Group 2:	
Two (2) sets - Estimated Price	\$9,470 <i>REV -</i>
Equipment Requirement Group 3:	
Two (2) sets Estimated Price	<u>\$9,470</u> <i>AE</i>

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Total Estimated Price \$ 23,675

Delivery:

Equipment Requirement Group 1:
 1 unit in December 1956
 Equipment Requirement Group 2:
 1 unit in February 1957
 1 unit in May 1957
 Equipment Requirement Group 3:
 1 unit in April 1957
 1 unit in May 1957.

14. Six (6) sets - Ground Support Equipment for []
 [] in accordance with Contractor's Proposal of 15 June 1956, and Appendix B, Revised, dated 11 June 1956, thereof.

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Equipment Requirement Group 1:	
One (1) set - Estimated Price	\$45,381
Equipment Requirement Group 2:	
Three (3) sets - Estimated Price	136,144
Equipment Requirement Group 3:	
Two (2) sets - Estimated Price	<u>90,762</u> <i>AE</i>

Total Estimated Price \$272,287

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<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
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Delivery:

- *1st Set - Begin Sept. 1956 and complete in December 1956.
- *2nd Set - Begin Sept. 1956 and complete in December 1956.
- 3rd Set - January 1957
- 4th Set - February 1957
- 5th Set - March 1957 AC
- 6th Set - April 1957. A

*A detailed survey will be made of the Ground Support Equipment listing the items scheduled for delivery after September. Recommendation will be made for action to be taken to provide these items for the first and second sets in September and October respectively.

15.

Six (6) sets - Spare Parts for Ground Support Equipment in accordance with Contractor's Proposal of 15 June 1956 and Exhibit D, dated 5 June 1956, thereof:

Equipment Requirement Group 1:	
One (1) set - estimated price	\$11,781
Equipment Requirement Group 2:	
Three (3) sets - estimated price	35,343
Equipment Requirement Group 3:	
Two (2) sets - estimated price	<u>23,562</u>

Total Estimated Price	\$ 70,686
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Delivery: Same as Item 14 above.

Total Estimated Contract Price for Items Nos. 10 through 15, subject to the provisions of PART IV - PRICE REDETERMINATION of the Schedule

\$1,806,073

Total Estimated Contract Price

\$3,116,645

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PART IV - PRICE REDETERMINATION

A. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the total estimated contract prices set forth in Appendix I, hereto, may be increased or decreased, in accordance with the provisions of this clause.

B. Promptly after 1 August 1956, with respect to Items Nos. 1 through 9 in APPENDIX I, and promptly after 28 February 1957, with respect to Items Nos. 10 through 15 in APPENDIX I, or such other dates as may be mutually agreed upon by the parties hereto, the parties shall negotiate to determine whether the total estimated contract prices for the respective items shall be revised and new total contract prices established, such new total contract prices to be fixed and to represent the total amounts payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

C. As soon as practicable, and in no case later than sixty (60) days after 1 August 1956, the Contractor shall furnish to the Contracting Officer a statement, in such form and detail as the Contracting Officer may prescribe, of the cost (including estimates to completion) of furnishing the services called for under Items Nos. 1 through 9 of APPENDIX I, together with such information as may be pertinent in the negotiations for the revised total contract price pursuant to this clause for said Items Nos. 1 through 9. This same procedure shall apply with respect to the furnishing of the statement of cost after 28 February 1957 for Items Nos. 10 through 15 of APPENDIX I. Such statements of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations from such normal cost system as is required by the security restrictions placed upon the Contractor by the Government in performance under this contract. The Contracting Officer shall have the right at all reasonable time to make, or cause to be made by Government employees, or other person or persons agreed upon by the parties, such examinations or audits of the Contractor's books, records and accounts, as he may request.

D. Upon the filing of each of the statements and other pertinent information required by Paragraph C of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon reasonable revised total contract prices for the contract, which upon the basis of such statements and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised total contract prices, consideration will be given to the extent to which the Contractor has performed the work with efficiency, economy and ingenuity. The revised total prices shall be evidenced by amendments to this contract. However, in the event that the negotiations for price revisions, in accordance with this clause, indicate that the uncertainty as to the cost of complete performance of the respective

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items is still so great as to prevent a realistic determination of the total final prices for the over-all completion of such items, provision may be made for such future negotiations as to revision as may be appropriate to the circumstances at the time.

E. If within thirty (30) days, or such other period as mutually agreed upon by the parties hereto, after the filing of the statements and other pertinent information required by Paragraph C of this clause the parties shall fail to agree upon the revised total prices, in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause hereof entitled "DISPUTES."

F. For any of the purposes of the clause of this contract providing for termination at the option or convenience of the Government (including, without limitation, computation of "the total contract prices," and "the contract prices of work not terminated,") the contract prices shall be the revised total contract prices agreed upon under Paragraph D of this clause or determined under Paragraph E of this clause, as the case may be.

G. For the purpose of recording and reporting costs of performing the work and services called for under this contract, the Contractor agrees to maintain records of the costs of performing Item 7 in Appendix I separate from the costs of performing all other items of work and services set forth in said Appendix I, as it may be amended from time to time.

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